

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM 1

Date: November 3, 2010

Subject: Information Relative to Possible Conflict of Interest

Recommendation*: Note agenda items and contractors/subcontractors, which may require member abstentions due to possible conflicts of interest.

Background: In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
13	C11004	C.C. Myers, Inc. Daniel Himick	Pomeroy Mountain State Steel MSE Retaining System, Inc. Integrity Rebar Murphy Industrial Coatings Ecologic Landscape Elite Bobcat Service Sierra Pacific Electrical Foundation Pile Alcorn Fence

Financial Impact: This item has no direct impact on the SANBAG budget.

Reviewed By: This item is prepared monthly for review by SANBAG Board and Committee members.

*

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X		X	X	X	X	X		X	X	X		
Brad Mitzelfelt Board of Supervisors	X	X	X		X	X	X	X		X	X		
Paul Biane Board of Supervisors	X	X	X	X		X		X		X			
Josie Gonzales Board of Supervisors	X	X	X	X	X	X	X	X		X	X		
Neil Derry Board of Supervisors	X	X	X	X	X	X	X	X	X	X	X		
Charley Glasper City of Adelanto	X	X	X	X	X	X	X	X	X	X	X		
Rick Roelle Town of Apple Valley	X	X	X	X	X	X		X	*	*	X		
Julie McIntyre City of Barstow	X	X	X	X	X	X	X	X	X	X	X		
Bill Jahn City of Big Bear Lake	X		X	X	X		X	X	X	X			
Dennis Yates City of Chino	X		X	X	X	X	X	X		X	X		
Gwenn Norton-Perry City of Chino Hills	X												
Ed Graham City of Chino Hills		X	X	X	X	X	X	X	X	X	X		
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X	X	X	X		
Mark Nuaimi City of Fontana	X	X	X		X	X	X	*					
John Roberts City of Fontana									X	X	X		
Bea Cortes City of Grand Terrace	X	X	X	X	X	X	X	X	X	X	X		

X = member attended meeting. * = alternate member attended meeting. Empty box = Did not attend meeting. Crossed out box = not a Board Member at the time.

brdatt10

BOARD OF DIRECTORS ATTENDANCE RECORD - 2010

Name	Jan	Special Jan 20 Mtg.	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
Mike Leonard City of Hesperia	X	X	X	X	X	X	X		X	*	X		
Larry McCallon City of Highland	X	X	X	X	X	X	X			X	*		
Rhodes 'Dusty' Rigsby City of Loma Linda	X	X	X	X	X	X	X	X	*	X	X		
Paul Eaton City of Montclair	X	X	X	X	X	X	X	*	X	X	X		
Jeff Williams City of Needles	X		X	X	X	X	X	X	X	X	X		
Alan Wapner City of Ontario	X	X	X	X	X	X	X	X	X	X	X		
Diane Williams City of Rancho Cucamonga	X		X	X	X	X	X	X	X		X		
Pat Gilbreath City of Redlands	X		X	X	X	X	X	X	X	X	X		
Ed Scott City of Rialto	X	X	X	X	X	X	X	X	X	X			
Patrick Morris City of San Bernardino	X	X	X	X	X	X	X	X	X	X	X		
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X		
John Pomierski City of Upland	X	X	X	X	X	X	X	X	X		X		
Ryan McEachron City of Victorville	X		X	X	X	X	X	X	X	X	X		
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X		
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X	*	X	X	X		
Ray Wolfe Ex-Official Member	X		X	X	Syed Raza	X	X	X	Syed Raza	Christy Connors	X		

X = member attended meeting.

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Empty box = Did not attend meeting

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Gary Ovitt Board of Supervisors	X	X		X	X	X	X	X		X	X	X	X
Brad Mitzelfelt Board of Supervisors	X			X	X		X	X	X	X	X	X	X
Paul Biane Board of Supervisors	X		X	X			X	X	X		X	X	X
Josie Gonzales Board of Supervisors	X	X	X	X	X		X		X	X	X	X	X
Neil Derry Board of Supervisors		X	X	X	X	X	X	X	X		X	X	X
Charley Glasper City of Adelanto	X	X	X	X	X		X	X	X	X	X	X	X
Rick Roelle Town of Apple Valley	X	X	X	X	X	X	X	X	X	X	X	X	X
Julie McIntyre City of Barstow	X	X	X	X	X		X	X		X		X	X
Bill Jahn City of Big Bear Lake	X	X	X	X	X	X	X	X	X	X	X	X	X
Dennis Yates City of Chino	X	X	X	X	X	X	X	X	X		X	X	X
Gwenn Norton-Perry City of Chino Hills		X	X	X	X			X	X		X	X	X
Kelly Chastain City of Colton	X	X	X	X	X	X	X	X	X	X	X	X	X
Mark Nuaimi City of Fontana	X	X	X	X	X	X	X	X	X	X	X	X	X
Bea Cortes City of Grand Terrace	*	X	X	X	X	X	X	X	X		X	X	X
Mike Leonard City of Hesperia	X	X		X	X		X	X	X		X		X

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BOARD OF DIRECTORS ATTENDANCE RECORD - 2009

Name	Jan	Feb	March	April	May	Special May 20 Mtg	June	July	Aug	Sept	Oct	Nov	Dec
Larry McCallon City of Highland	X	X	X	X	X	X	X	X	*	X	X	X	X
Rhodes 'Dusty' Riggsby City of Loma Linda	X	X	X	X	X	X	X	X		X	X	X	X
Paul Eaton City of Montclair	X	X	X	X	*		X	X	X	X	X	X	X
Jeff Williams City of Needles	X	X		X	X		X	X	X	X		X	
Alan Wapner City of Ontario	X	X	X	*	X		X	X	X	X	X	X	X
Diane Williams City of Rancho Cucamonga	X	X	X	X	X	X	X	X	X	X	X		X
Pat Gilbreath City of Redlands	X	X	X	X	X	X	X	X	X	X	X	X	X
Grace Vargas City of Rialto	*	X	X	X	X	X	X	X	X	X	X	X	X
Ed Scott City of Rialto	X	X	X	X	X		X	*	X	X	X	X	X
Patrick Morris City of San Bernardino	X	X	X	X	X		X	X	X	X	X	X	X
Jim Harris City of Twentynine Palms	X	X	X	X	X	X	X	X	X	X	X	X	X
John Pontierski City of Upland	X	X	X		X	X	X	X	X			X	X
Ryan McEachron City of Victorville	X	X	X	X	X	X	X	*	X	X	X	X	X
Dick Riddell City of Yucaipa	X	X	X	X	X	X	X	X	X	X	X	X	X
William Neeb Town of Yucca Valley	X	X	X	X	X	X	X	X	X	X	X		X
Ray Wolfe Ex-Official Member	Jesus Galvan	X	X	X	Basem Muallem		Basem Muallem	X	X	X	X	X	X

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brdatt09.doc

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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 ■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 3

Date: November 3, 2010

Subject: Local Stimulus Program Update

Recommendation:* Receive report on the identified projects.

Background: On July 1, 2009 the Board of Directors approved the creation of the Local Stimulus Program in the total amount of \$31,400,000. The distribution to the agencies was based on a per capita basis, excepting that no agency would receive less than \$300,000.

The portion allocated for the cities in the Valley Subarea was \$19,706,413.14. In addition, San Bernardino County is spending \$3,269,705.16 of their urban and rural funds in the Valley Subarea. The combined total equals \$22,976,118.30 or 73% of the total amount available in the Local Stimulus Program.

The portion allocated for the cities and towns in the Mountain/Desert Subarea was \$5,873,881.70. In addition, San Bernardino County is spending \$2,550,000 of their rural and urban funds in the Mountain/Desert Subarea. The combined total equals \$8,423,881.70 or 27% of the total amount available in the Local Stimulus Program.

September 1, 2010 was the deadline for agencies to submit projects for the Local Stimulus Program. All agencies have met that deadline. A complete list of projects can be found below.

As of October 1, 2010, 10% of the total program has been completed and \$4,055,188.07 in invoices have been submitted for reimbursement.

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA	X	SAFE		CMA	
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Check all that apply.

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The following summarizes the declared projects. The projects shown in bold and italics have been completed and invoiced.

<u>Location of Project</u>	<u>Project Name</u>	<u>Amount</u>
Adelanto	Air Expressway Pavement Rehabilitation	\$ 400,678.07
Apple Valley	Town-wide Micro surfacing Project	\$ 990,333.30
Barstow	Caliente St. to Elizabeth St.: Reconstruction, stop signs, and stop bars	\$ 343,237.86
Big Bear Lake	Modoc Drive Rehabilitation	\$ 16,483.40
	Narrow Rehabilitation	\$ 8,661.89
	Grizzly Court Rehabilitation	\$ 9,174.94
	Swan Drive Rehabilitation	\$ 64,238.67
	Wren Rehabilitation	\$ 23,138.61
	Alta Vista Rehabilitation	\$ 38,693.33
	Rock Spray Rehabilitation	\$ 33,647.72
	Rock Spray Court Rehabilitation	\$ 5,092.04
	Cherry Lane Rehabilitation	\$ 26,775.79
	Silver Tip Rehabilitation	\$ 38,693.33
	Encino Rehabilitation	\$ 13,620.05
	Jaybird Rehabilitation	\$ 10,725.79
	Dream Rehabilitation	\$ 11,054.44
Chino	Chino Avenue, 10 th to Benson Ave. Edison Avenue at Ramona Avenue Edison Avenue, Central to Oaks Edison Avenue, Oaks to Mountain Riverside Drive	\$1,193,216.88
Chino Hills	Peyton Drive Street Rehabilitation	\$ 937,987.30
	Maintenance of Eucalyptus Ave. from Galloping Hills Road (east) to the end (west).	\$ 178,000.00
Colton	Main and Iowa Street Improvements	\$ 200,000.00
	Santa Ana River Trail Staging Area	\$ 82,000.00
	Barton Road Bridge Improvements	\$ 300,000.00
	Washington Widening	\$ 150,660.37

Fontana	Slover Ave. Street Pavement Rehabilitation	\$1,926,000.00
	Auto Center Drive Street Improvements	\$ 400,000.00
	Valley Blvd. – Catawba Ave. to Banana	\$ 353,517.76
Grand Terrace	Public Alley Pavement Rehabilitation	\$ 9,175.00
	Miscellaneous Sidewalk Repairs	\$ 37,200.00
	Reconstruct Barton Road/Preston Street Intersection	\$ 20,000.00
	Barton Road Pavement Rehabilitation	\$ 47,100.00
	Michigan Avenue Pavement Rehabilitation	\$ 61,900.00
	Michigan Avenue	\$ 124,625.00
Hesperia	New Traffic Signal – Main St. and Rock Springs Road	\$ 850,075.00
	FY2009-2010 City-wide Street Improvement Project	\$ 400,000.89
Highland	Baseline Pavement Rehabilitation	\$ 742,413.30
Loma Linda	<i>Lawton Avenue Pavement Rehabilitation</i>	\$ 320,641.69
Montclair	Fremont Ave. Street Improvement Project	\$ 125,000.00
	Intersection Improvement Project – Phase 2	\$ 243,993.07
	Fremont Avenue Street Improvement Project, Phase 2	\$ 155,000.00
Needles	Crack and Slurry Seal streets around High School	\$ 227,844.00
	Asphalt Paving for Additional Lane on River Road near Jack Smith Park	\$ 72,156.00
Ontario	Mission Boulevard Pavement Rehabilitation Baker Ave. to Grove Ave.	\$ 251,000.00
	Mission Boulevard Pavement Rehabilitation Milliken Ave. to 1500' East of Haven Ave.	\$ 688,000.00
	Mountain Avenue Pavement Rehabilitation Holt Blvd. to Mission Blvd.	\$ 394,072.00
	Airport Drive Pavement Rehabilitation Commerce Center Pkwy to Doubleday Avenue	\$ 200,000.00
	Haven Avenue Pavement Rehabilitation Guasti Rd. to 750 L.F. N of I-10 Fwy	\$ 490,000.00
	San Antonio Avenue Pavement Rehabilitation Phillips St. to Francis St.	\$ 432,000.00

Rancho Cucamonga	<i>Victoria Park Lane Pavement Rehabilitation</i>	\$ 499,254.25
	<i>Base Line Road Pavement Rehabilitation</i>	\$ 358,507.93
	<i>Hillside Road Pavement Rehabilitation</i>	\$ 331,957.04
	<i>Vineyard Avenue Pavement Rehabilitation</i>	\$ 292,474.98
	<i>Banyan Street Pavement Rehabilitation</i>	\$ 232,446.50
	<i>Etiwanda Ave. Pavement Rehabilitation</i>	\$ 208,923.73
	<i>Rochester Ave. Pavement Rehabilitation</i>	\$ 210,683.70
	<i>Beryl Street Pavement Rehabilitation</i>	\$ 270,165.43
	<i>Hillside Road Pavement Rehabilitation</i>	\$ 115,130.66
Redlands	Orange Street and Redlands Blvd. Street Rehabilitation Project	\$1,015,637.04
Rialto	Widening of Cactus Avenue from Foothill Blvd. to Etiwanda Ave.	\$1,000,000.00
	Citywide Bus Stop Enhancement (bus turnouts and shelters on Riverside Avenue)	\$ 417,888.62
San Bernardino	40 th Street Pavement Rehabilitation From Waterman Ave. to Valencia Ave.	\$ 141,100.00
	Rialto Ave. & Meridian Ave. Traffic Signal	\$ 200,000.00
	Medical Center Dr. & Magnolia Ave. Traffic Signal	\$ 200,000.00
	Genevieve Pavement Rehabilitation from 34 th St. to 38 th St.	\$ 160,000.00
	Coulston St. Pavement Rehabilitation from Tippecanoe Ave. to Ferree St.	\$ 91,500.00
	Eureka St. Pavement Rehabilitation between Mountain Ave. & Del Rosa Ave.	\$ 100,000.00
	33 rd Street Pavement Rehabilitation from "E" Street to "D" Street	\$ 42,000.00
	29 th Street Pavement Rehabilitation between Lincoln St. & "H" Street	\$ 119,000.00
	Sun Valley Dr. Pavement Rehabilitation Between 48 th Street & Reservoir Dr.	\$ 125,000.00
	Sierra Way Pavement Rehabilitation from 4 th Street to 9 th Street	\$ 234,000.00
	Tippecanoe Ave. Pavement Rehabilitation From Base Line St. to Upper Warm Creek Channel	\$ 65,000.00
	Westbound SR-210 Waterman Ave. Exit Ramp & 30 th Street – New Traffic Signal	\$ 350,000.00
	I-10/Tippecanoe Interchange	\$1,071,103.48
San Bernardino Co. (Rural)	Amboy Road	\$ 814,448.00
	ARRA Allocation	\$1,200,000.00

San Bndo Co. (Urban)	Calabash Avenue Rehabilitation Bloomington Ave. at Larch Ave. Signal Installation	\$ 835,552.00 \$ 515,000.00
	Riverside Drive Rehabilitation	\$ 204,705.16
	Oak Glen Road South Rehabilitation	\$1,500,000.00
	Ranchero Road Rehabilitation	\$ 500,000.00
	Bryant Street Rehabilitation	\$ 250,000.00
Twentynine Palms	Mesquite Springs Rehabilitation Project	\$ 437,067.27
Upland	Arrow Highway Pavement Rehabilitation	\$1,063,678.72
Victorville	Roadway Rehabilitation (various locations)	\$1,551,410.18
Yucaipa	Wildwood Canyon Road Street Improvement Project	\$ 171,966.00
	Yucaipa Blvd. Street Improvement Project, 12 th Street to 15 th Street	\$ 555,491.86
Yucca Valley	<i>Camino del Cielo Traffic Signal and Raised Median Island Project</i>	\$ 301,079.13
Total Projects		\$31,400,000.00

Financial Impact: This item is for information purposes and has no impact on the budget. This item has already been approved as part of the SANBAG budget and is consistent with those prior approvals.

Reviewed By: This item was reviewed and unanimously received by both the Major Projects Committee on October 14, 2010 and the Mountain/Desert Committee on October 15, 2010.

Responsible Staff: Duane A. Baker, Director of Management Services

Minute Action

AGENDA ITEM: 4

Date: November 3, 2010

Subject: Southern California COMPASS Blueprint Call for Projects

Recommendation:* Note Plans and Programs approved submittal of Grant Application by SANBAG on behalf of the cities of San Bernardino, Loma Linda, and Redlands, for COMPASS Blueprint funding in the amount of \$200,000 for preparation of a Program Environmental Impact Report (PEIR) on station area land use changes along the Redlands Passenger Rail Project.

Background: The Southern California Association of Governments (SCAG's) COMPASS Blueprint Program has provided financial support to Councils of Governments, County Transportation Commissions, and local governments for "smart growth" planning for nearly a decade. The COMPASS Program is intended to encourage:

- Focusing growth in existing and emerging centers and along major transportation corridors;
- Creating significant areas of mixed-use development and walkable communities;
- Targeting growth around existing and planned transit stations;
- Preserving existing open space and stable residential areas.

Transit oriented development planned for station areas along the Redlands Passenger Rail Project is clearly consistent with the intent of COMPASS. However, unlike typical planning efforts supported by COMPASS in the past, SANBAG and its member jurisdictions along the Project route intend to incorporate the results of the current station area planning efforts into their

*

*Approved
 Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	
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Check all that apply.

general plans at the earliest possible time, both to support the economic opportunities it would create, and in support of the cost effectiveness calculations required by the Federal Transit Administration for the project. Compliance with the California Environmental Quality Act (CEQA) is required of each participating jurisdiction before general plan amendments to reflect new station area plans can occur. The jurisdictions agree that CEQA compliance can be streamlined and costs reduced by preparation of a Programmatic Environmental Impact Report (PEIR) for all station areas from which area-specific documents can then be tiered.

COMPASS funding has not previously been awarded by SCAG for environmental documentation of this sort. However, SCAG staff has acknowledged that this work is essential to implementation of the transit-oriented development that COMPASS is designed to incentivize, and staff believes this proposal will serve as an excellent proof of concept.

Staff received approval from Plans & Programs Committee on October 20, 2010, to submit the project application to meet SCAG's deadline of October 21, 2010. The action would be subject to approval by the Board of Directors in November. Any further agreements needed among SANBAG and the participating jurisdictions would require separate Commuter Rail and Transit Committee review and Board action at such time as an award is announced. SCAG has indicated that funding for this program may be available by February.

Financial Impact: Preparation of the COMPASS application is consistent with the Fiscal Year 2010-2011 SANBAG Budget, Task 11211000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on October 20, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

Minute Action

AGENDA ITEM: 5

Date: November 3, 2010

Subject: Jurisdiction Master Agreements with the Cities of Colton and Yucaipa

Recommendation:* 1) Approve Jurisdiction Master Agreement C10244 with the City of Colton in the amount of \$158,780.
 2) Approve Jurisdiction Master Agreement C10256 with the City of Yucaipa in the amount of \$381,060.

Background: The SANBAG Board adopted the Measure I 2010-2040 Strategic Plan in April 2009. As part of the Strategic Plan, the Board approved creation of the Valley Arterial sub-program under the Major Street Program. Strategic Plan Policies 40001 and 40006 provide the framework for administering the sub-program. One of the requirements established was that jurisdictions must execute a Jurisdiction Master Agreement with SANBAG before they are eligible to begin the expenditure of Measure I funds allocated to their jurisdiction under the sub-program.

Allocations of Measure I funds are approved through the annual apportionment and allocation process and are subsequently included in the annual SANBAG Budget. The Jurisdiction Master Agreement is designed to include multiple arterial projects for a single jurisdiction, and the project list included in Attachment A to the agreement will be updated on an annual basis as jurisdictions amend their Capital Project Needs Analysis (CPNA) and receive additional allocations of funding.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	X	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1011a-ss

Attachments: C10244, C10256

The first two years of projects included in the CPNA submitted to SANBAG by each jurisdiction are included in Attachment A to the Jurisdiction Master Agreement. Jurisdictions may expend Measure I funds on any of these projects, up to the allocation limit referenced in Attachment B. Following expenditure of funds, jurisdictions will submit invoices for project expenditures, and SANBAG will reimburse jurisdictions for the public share of expenditures up to the allocation limit.

Jurisdictions with expenditures that exceed the allocation limit may be reimbursed for those expenditures in a subsequent fiscal year after additional allocation(s) of Measure I to the jurisdiction are approved by the SANBAG Board. Providing for advance expenditure allows project delivery to continue with the jurisdiction's own funds, with the expectation of future reimbursement by SANBAG for the public share. Jurisdictions that incur advance expenditures must accept the risk that the SANBAG Board may not allocate sufficient funds to cover the entire public share of advance expenditures in the subsequent year.

Approval is requested for the Jurisdiction Master Agreements with the Cities of Colton and Yucaipa. The agreements will be amended annually, with updated information in Attachments A and B as projects are added or modified and the allocation limit is increased.

Financial Impact: This item is consistent with the approved Fiscal Year 2010/2011 Budget, Task No. 51511000 Valley Apportionment and Allocation.

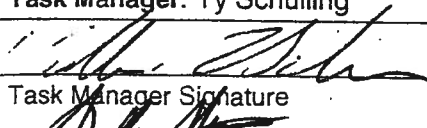
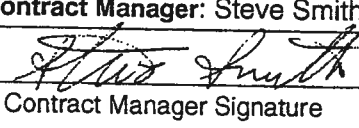

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on October 20, 2010. The Jurisdiction Master Agreements have been reviewed by SANBAG counsel and approved by the Colton and Yucaipa City Councils.

Responsible Staff: Ty Schuiling, Director of Planning

SANBAG Contract No. C10244
by and between San Bernardino County Transportation Authority
and City of Colton for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes:							
Original Contract: \$ <u>158,780</u>		Previous Amendments \$ _____					
Contingency / Allowance Amount \$ _____		Previous Amendments \$ _____					
		Contingency / Allowance Total: _____					
		Current Amendment: \$ _____					
		Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►							\$ <u>158,780</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
515	007	004	54830	_____	4130	\$ <u>31,756</u>	
515	007	005	54830	_____	4130	\$ <u>31,756</u>	
515	007	007	54830	_____	4130	\$ <u>31,756</u>	
515	007	008	54830	_____	4130	\$ <u>31,756</u>	
515	007	009	54830	_____	4130	\$ <u>31,756</u>	
Original Board Approved Contract Date: <u>11/3/10</u> Contract Start: <u>11/3/10</u> Contract End: <u>7/1/13</u>							
New Amend. Approval (Board) Date: _____ Amend. Start: _____ Amend. End: _____							
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>158,780</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.) <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
<input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Ty Schuiling		Contract Manager: Steve Smith	
	Date: <u>10/12/2010</u>		Date: <u>10/12/10</u>
Task Manager Signature	Date	Contract Manager Signature	Date
		Date: <u>10/13/10</u>	
Chief Financial Officer Signature		Date	

Finance will not process any payments without budget authority and properly executed contracts.
C10244

10-13-10
JLB

JURISDICTION MASTER AGREEMENT NO. C10244

APPROVED BY CITY COUNCIL Date <u>9/7/10</u> Item # <u>10</u>

BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF COLTON

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY of Colton (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, this Jurisdiction Master Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan; and

WHEREAS, SANBAG has determined that these PROJECTS (Attachment A) are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis; and

WHEREAS, SANBAG will reimburse CITY for the public share of eligible PROJECT expenditures with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount (Attachment B);

NOW, THEREFORE, SANBAG and CITY agree to the following:

SECTION I

SANBAG AGREES:

1. To reimburse CITY, as provided in Section III, within 30 days after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were

incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan, including backup information. Invoices may be submitted to SANBAG as frequently as monthly.

2. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.
3. SANBAG shall assign a project liaison for purposes of coordinating project activities and invoice review.

SECTION II

CITY AGREES:

1. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study and are included in first two years of the current Capital Project Needs Analysis (CPNA) will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.
2. To prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of those eligible PROJECT expenses according to Attachment A. Invoices may be submitted to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
3. To repay to SANBAG any reimbursement for Measure I costs that are determined by subsequent audit to be unallowable within ninety (90) days of CITY receiving notice of audit findings, which time shall include an opportunity for CITY to respond to and/or resolve the finding. Should the finding not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding, or within such other period as may be agreed between both parties hereto, the SANBAG Board reserves the right to withhold future payments due CITY from any source under SANBAG's control.
4. To provide 43.6% share of total eligible PROJECT expenses, which represents the development share, as documented in Attachment B.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the

date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request,

6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 120 days following the completion of those expenditures. The Final Report of Expenditures, an original and two copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG, at SANBAG's option, upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. To include SANBAG in Project Development Team (PDT) meetings, if and when such meetings are held and related communications on project progress and to provide at least quarterly schedule updates to SANBAG. SANBAG shall assign a project liaison for the purpose of attending PDT meetings.
10. As an eligible PROJECT expense, to post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Colton

SECTION III

IT IS MUTUALLY AGREED:

1. To abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this agreement.

2. SANBAG's financial responsibility shall be 56.4% of actual cost for eligible PROJECT expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT PHASE is provided in Attachment A.
3. CITY may be reimbursed in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year, based on invoices for eligible PROJECT expenditures. SANBAG retains the option to reimburse CITY no more than 50% of the public share of excess expenditures for the current fiscal year within the first six months of the subsequent fiscal year, with the remaining 50% to be reimbursed in the second six months of the fiscal year. SANBAG shall inform the jurisdiction within 30 days of receipt of an invoice for the excess expenditures, if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to eligible PROJECT expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012/2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. CITY's indemnification obligation applies to SANBAG's "passive" negligence but does not apply to SANBAG's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782. CITY and SANBAG are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. The terms of this Agreement represent the consent of the CITY to provide the full development share for the PROJECT required by the SANBAG Nexus Study and that failure to contribute the development share according to the terms of this agreement does not obligate SANBAG to provide supplemental funds or otherwise remedy that failure. SANBAG may terminate this agreement if the CITY fails to perform according to the terms of this Agreement and if this failure jeopardizes the delivery of the PROJECT according to the terms herein.
9. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.

**San Bernardino County
Transportation Authority**

By: _____
Brad Mitzelfelt
President, SANBAG Board of
Directors

Date: _____

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Jean Rene Basle
SANBAG County Counsel

Date: 10-14-10

City of Colton

By: _____
DAVID J. TORO
Mayor Pro Tempore

Date: 9-21-10

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
CITY Attorney

Date: 9-21-10

Attachment A
Project(s) Eligible for Expenditure/Reimbursement of
MI Valley Arterial Funds for the City of Colton (\$1,000s)

Reche Cnyn Rd					
Realign/widen from Washington St to City Limit and from City Limit to County Line from 2 to 4 lanes					
Project Cost: \$736,000					
Maximum Public Share: \$320,896					
Nexus Study Fair Share: 43.6%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ -	\$ 113.14	\$ 146.30	\$ 259.44	
Development Fees	\$ -	\$ 87.46	\$ 113.10	\$ 200.56	
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ -	\$ -	\$ 155.66	\$ 155.66	
Development Fees	\$ -	\$ -	\$ 120.34	\$ 120.34	
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Construction (CONST)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Total Project					
MI Valley Arterial	\$ -	\$ 113.14	\$ 301.96	\$ 415.10	
Development Fees	\$ -	\$ 87.46	\$ 233.44	\$ 320.90	

Washington St					
Extend Washington St from current terminus to La Cadena Dr from 0 to 4 lanes					
Project Cost: \$1,132,000					
Maximum Public Share: \$412,850					
Nexus Study Fair Share: 43.6%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
Demo Funds	\$ -	\$ 400.00	\$ -	\$ 400.00	
MI Valley Arterial	\$ -	\$ -	\$ 319.20	\$ 319.20	
Development Fees	\$ -	\$ -	\$ 412.80	\$ 412.80	
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Construction (CONST)					
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -	
Development Fees	\$ -	\$ -	\$ -	\$ -	
Total Project					
Demo Funds	\$ -	\$ 400.00	\$ -	\$ 400.00	
MI Valley Arterial	\$ -	\$ -	\$ 319.20	\$ 319.20	
Development Fees	\$ -	\$ -	\$ 412.80	\$ 412.80	

Agua Mansa Rd

Widen Agua Mansa Rd from Rancho Ave to Riverside Ave from 2 to 4 lanes

Project Cost: \$1,962,000

Maximum Public Share: \$902,400

Nexus Study Fair Share: 43.6%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
Prop 1B	\$ -	\$ 167.00	\$ -	\$ 167.00
MI Valley Arterial	\$ 56.40	\$ -	\$ -	\$ 56.40
Development Fees	\$ 43.60	\$ -	\$ -	\$ 43.60
Plans, Specifications and Estimates (PS&E)				
Prop 1B	\$ -	\$ 195.00	\$ -	\$ 195.00
MI Valley Arterial	\$ 169.20	\$ -	\$ -	\$ 169.20
Development Fees	\$ 130.80	\$ -	\$ -	\$ 130.80
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
MI Valley Arterial	\$ 676.80	\$ -	\$ -	\$ 676.80
Development Fees	\$ 523.20	\$ -	\$ -	\$ 523.20
Total Project				
Prop 1B	\$ -	\$ 362.00	\$ -	\$ 362.00
MI Valley Arterial	\$ 902.40	\$ -	\$ -	\$ 902.40
Development Fees	\$ 697.60	\$ -	\$ -	\$ 697.60

Pepper Ave

Extend Pepper Ave from I-10 to Agua Mansa Rd and widen from I-10 to Slover Ave from 2 to 4 lanes

Project Cost: \$296,000

Maximum Public Share: \$166,940

Nexus Study Fair Share: 43.6%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ -	\$ -	\$ 166.94	\$ 166.94
Development Fees	\$ -	\$ -	\$ 129.06	\$ 129.06
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Total Project				
MI Valley Arterial	\$ -	\$ -	\$ 166.94	\$ 166.94
Development Fees	\$ -	\$ -	\$ 129.06	\$ 129.06

Slover Ave

Widen and reconstruct Slover Ave from Pepper to Riverside Ave from 2 to 4 lanes

Project Cost: \$151,000

Maximum Public Share: \$85,160

Nexus Study Fair Share: 43.6%

Phase	Prior	FY10/11	FY11/12	Total
Project Dev/Environ Doc (PA&ED)				
MI Valley Arterial	\$ -	\$ -	\$ 85.16	\$ 85.16
Development Fees	\$ -	\$ -	\$ 65.84	\$ 65.84
Plans, Specifications and Estimates (PS&E)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Right of Way Acquisition (ROW)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Construction (CONST)				
MI Valley Arterial	\$ -	\$ -	\$ -	\$ -
Development Fees	\$ -	\$ -	\$ -	\$ -
Total Project				
MI Valley Arterial	\$ -	\$ -	\$ 85.16	\$ 85.16
Development Fees	\$ -	\$ -	\$ 65.84	\$ 65.84

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Colton

Allocation/Reimbursements		Amount
FY 10/11 MI Valley Arterial Allocation	\$	158,780.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$	158,780.00
FY 10/11 Projected New MI Expenditures	\$	113,140.00
FY 10/11 Projected New MI Adv Expenditures	\$	113,140.00
Additional Programming Capacity	\$	-
Cumulative Allocation	\$	158,780.00
Cumulative Reimbursements*	\$	-
Outstanding Unreimb Advance Expenditures	\$	856,760.00

* Includes both reimbursed project and advance expenditures.

SANBAG Contract No. C10256
by and between San Bernardino County Transportation Authority
and City of Yucaipa for Jurisdiction Master Agreement

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>381,060</u>		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency / Allowance Amount \$ _____		Contingency Amount requires specific authorization by Task Manager prior to release.				
Contract TOTAL ►			\$ <u>381,060</u>			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
515	023	049	54830	_____	4130	\$ <u>127,020</u>
515	023	050	54830	_____	4130	\$ <u>127,020</u>
515	023	051	54830	_____	4130	\$ <u>127,020</u>
Original Board Approved Contract Date: <u>11/3/10</u>				Contract Start: <u>11/3/10</u>		Contract End: <u>7/1/13</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.						
Approved Budget Authority ►		Fiscal Year: <u>10/11</u> \$ <u>381,060</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>51511000</u> (C-Task may be used here.) <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds	<input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Ty Schuiling	Contract Manager: Steve Smith
Task Manager Signature	Contract Manager Signature
Date <u>10/14/10</u>	Date <u>10/14/10</u>
Chief Financial Officer Signature	Date

Finance will not process any payments without budget authority and properly executed contracts.
C10256

10-15-10
DUE

**JURISDICTION MASTER AGREEMENT NO. C10256
BETWEEN
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
AND
CITY OF YUCAIPA**

THIS AGREEMENT (the "Agreement") is made and entered into this 13th day of September, 2010 by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Yucaipa (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the Measure I 2010-2040 Strategic Plan, which is incorporated herein by this reference, identified Valley Major Street Program- Arterial Sub-program projects eligible for partial funding from Measure I 2010-2040 revenues;

WHEREAS, this Agreement is to be carried out in accordance with the policies in the Measure I 2010-2040 Strategic Plan;

WHEREAS, SANBAG has determined that the projects proposed by CITY and listed in Attachment A, which is attached hereto and incorporated herein by this reference (individually the "PROJECT" or collectively the "PROJECTS"), are included in the SANBAG Development Mitigation Nexus Study Capital Project Needs Analysis (the "SANBAG Nexus Study"); and

WHEREAS, in adherence with the Measure I 2010-2040 Strategic Plan, SANBAG desires to reimburse the CITY for the public share of eligible expenditures (the "Eligible PROJECT Expenditures") for the PROJECTS with Measure I 2010-2040 Major Street Program- Arterial Sub-program funds up to the annual fund allocation amount that is stated in Attachment B, which is attached hereto and incorporated herein by this reference.

NOW, THEREFORE, SANBAG and the CITY agree to the following:

**ARTICLE I:
RECITALS INCORPORATED**

1. The recitals set forth above are hereby incorporated as part of this Agreement.

**ARTICLE II:
CITY'S RESPONSIBILITIES**

1. CITY shall prepare and submit to SANBAG an original and two copies of signed invoices for reimbursement of Eligible PROJECT Expenditures (determined in accordance with Article IV, Section 2). The CITY may submit invoices to SANBAG as frequently as monthly, up the allocation limit specified in Attachment B.
2. CITY shall be responsible for a thirty and nine-tenths percentage (30.9%) share of total Eligible PROJECT Expenditures, as specified in Attachment B.

3. Upon proper notice by SANBAG of its determine by subsequent audit(s) that certain reimbursements to the CITY were impermissible, as explained in Article III, Section 5 of this Agreement, CITY shall, within ninety (90) days or such other period as may be agreed in writing between both parties, either:
 - a. Respond to and/or resolve the findings; or
 - b. Reimburse SANBAG for its share of any reimbursement for Measure I costs that are determined by subsequent audit to be impermissible.

Should the findings not be otherwise resolved and CITY fail to reimburse moneys due SANBAG within ninety (90) days of audit finding or within such other period as may be agreed in writing between both parties hereto, SANBAG may withhold future payments due to CITY from any source under SANBAG's control.

4. CITY shall maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved, whichever is later, and to make all such supporting information available for inspection and audit by representatives of SANBAG at the CITY during its regular business hours. Copies will be made and furnished by the CITY at SANBAG's expense upon request.
5. CITY shall establish and maintain an accounting system conforming to Generally Accepted Accounting Principles ("GAAP") to support the CITY's requests for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements. CITY shall produce monthly reports that clearly identify reimbursable costs, matching fund costs, indirect cost allocation, and other allowable expenditures by CITY.
6. CITY shall prepare a Final Report of Expenditures, including a final invoice reporting the actual Eligible PROJECT Expenditures expended for those activities described in the work activities. CITY shall submit the Final Report of Expenditures no later than one hundred and twenty (120) days following the completion of those expenditures. The Final Report of Expenditures must state that the PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described. The CITY shall submit one original and two copies of the Final Report of Expenditures to SANBAG.
7. Upon completion of all PROJECTS, CITY shall be subject to a PROJECT-specific audit completed by SANBAG, at SANBAG's option, at a mutually convenient time and location for both SANBAG and the CITY. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
8. When SANBAG provides the CITY with the name and contact information of the Liaison, the CITY shall include the Liaison in PDT meetings, if and when such meetings are held, and in related communications on PROJECT progress. The CITY shall provide at least quarterly schedule updates to SANBAG.

9. As an Eligible PROJECT Expenditure, the CITY shall post signs when PROJECT begins at the boundaries of the PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of both SANBAG and the CITY.

ARTICLE III: SANBAG'S RESPONSIBILITIES

1. SANBAG shall reimburse the CITY as provided in Article IV of this Agreement within thirty (30) days after CITY submits to SANBAG an original and two copies of the signed invoices covering those actual Eligible PROJECT Expenditures that were incurred by CITY, consistent with the invoicing requirements of the Measure I 2010-2040 Strategic Plan.
2. SANBAG may conduct an audit of the costs claimed by the CITY under the provisions of this Agreement. When conducting such an audit, SANBAG shall rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of State and Federal laws. In the absence of a prior CITY-performed audit, SANBAG shall rely on work of other auditors to the extent that the work of other auditors is acceptable to SANBAG.
3. SANBAG shall assign a PROJECT liaison (the "Liaison") for purposes of coordinating PROJECT activities and invoice review, and in order to attend Project Development Team ("PDT") meetings. SANBAG shall inform the CITY of the Liaison's name and contact information when he or she is selected.
4. SANBAG's financial responsibility shall be sixty nine and one-tenths percentage (69.1%) of actual cost for Eligible PROJECT Expenditures, up to the allocation limit specified in Attachment B. An estimate of costs for each PROJECT phase is provided in Attachment A.
5. If SANBAG shall determine by subsequent audit(s) that certain prior reimbursements to the CITY were impermissible, SANBAG shall notify the CITY of its findings in writing, specifying the particular non-reimbursable item, the total amount in question as well as the CITY's share, and the reason for the finding of impermissible reimbursement. SANBAG shall allow the CITY the opportunity to respond to and/or resolve the findings within ninety (90) days of notice.

ARTICLE IV: MUTUAL RESPONSIBILITIES

1. Both the CITY and SANBAG shall abide by all applicable federal, state and local laws and regulations pertaining to the PROJECT or PROJECTS, including policies in the applicable program in the Measure I 2010-2040 Strategic Plan, as amended, as of the date of execution of this Agreement.
2. Only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, that conform to the SANBAG Nexus Study, and are included in first two (2)

years of the current Capital Project Needs Analysis ("CPNA"), will be eligible for reimbursement with Measure I Major Street Program- Arterial Sub-program funds.

3. SANBAG may reimburse the CITY in a subsequent fiscal year for expenditures in excess of the allocation limit for the current fiscal year as set forth in Attachment B. SANBAG retains the option to reimburse CITY no more than fifty percent (50%) of the public share of excess expenditures for the current fiscal year within the first six (6) months of the subsequent fiscal year, with the remaining fifty percent (50%) to be reimbursed in the second six (6) months of the fiscal year. SANBAG shall inform the CITY within thirty (30) days of receipt of an invoice for the excess expenditures if it chooses to exercise that option.
4. If CITY does not expend funds up to the allocation limit in Attachment B within the current fiscal year, the unused portion may be applied to Eligible PROJECT Expenditures in the subsequent fiscal year, in addition to the allocation limit for the subsequent year. A cumulative allocation limit will be maintained in Attachment B. The cumulative allocation limit will be reconciled against the CPNA submittals beginning with the submittals for Fiscal Year 2012-2013 and adjusted, as appropriate, in the apportionment and allocation process beginning that fiscal year.
5. The CITY will defend, indemnify and hold harmless SANBAG and its officials, officers, employees, agents and volunteers free and harmless from all tort liability, including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees, experts' fees, or court costs incurred by SANBAG, to the extent arising out of or in any way connected with, in whole or in part, the negligent or reckless acts or omissions or willful misconduct of the CITY or any of the CITY's officers, agents, employees or contractors in the performance of this Agreement. This includes but is not limited to claims, suits and liabilities for bodily injury, death or property damage to any individual or entity, including officers, agents, employees or contractors of the CITY. The provisions of this paragraph shall not apply to claims to the extent arising out of the active negligence or willful misconduct of SANBAG and its officials, officers, employees, agents and volunteers.
6. SANBAG and the CITY are and shall at all times remain, as to each other, wholly independent. Neither the CITY nor any of its agents shall have control over the conduct of SANBAG or any of SANBAG's employees, except as herein set forth, and SANBAG is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as SANBAG wishes except as expressly provided in this Agreement. Likewise, neither SANBAG nor any of its agents shall have control over the conduct of CITY or any of CITY's employees, except as herein set forth, and the CITY is free to dispose of all portions of its time and activities which it is not obligated to devote to SANBAG in such a manner and to such persons, firms, or corporations as the CITY wishes except as expressly provided in this Agreement. SANBAG and the CITY shall have no power to incur any debt, obligation, or liability on behalf of each other or otherwise act on behalf of each other as an agent. SANBAG and the CITY shall not, at any time or in any manner, represent that they or their respective agents, servants or employees, are in any

manner agents, servants or employees of the other party to this Agreement. SANBAG and the CITY agree to pay all required taxes on amounts under this Agreement, and to indemnify and hold the other party to this Agreement harmless from any and all taxes, assessments, penalties, and interest asserted against the other party to this Agreement by reason of the independent contractor relationship created by this Agreement.

7. This Agreement is expressly subordinated to any bonds, notes, certificates or other evidences of indebtedness involved in bond financings as are now outstanding or as may hereafter be issued by SANBAG.
8. SANBAG shall track the CITY equitable share of the Valley Arterial Sub-program, including adjustments for the time-value of money based on time of apportionment of Measure I funds, per Strategic Plan Policy 40001/VS-1.
9. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the San Bernardino County Superior Court.
10. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
11. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and SANBAG and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.
12. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.
13. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
14. Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval, payment or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the

addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

Mr. Bill Hemsley, Director of Public Works
City of Yucaipa
34272 Yucaipa Blvd.
Yucaipa, CA 92399

To SANBAG:

Liaison: Deborah Robinson Barmack
SANBAG-San Bernardino County Transportation Authority
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, state, religious, County of San Bernardino or CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: _____

San Bernardino County Transportation
Authority, A Municipal Corporation

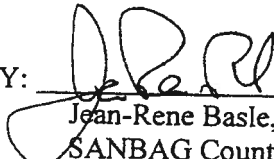
BY: _____

Brad Mitzelfelt
President, Board of Directors

ATTEST:


APPROVED AS TO FORM:

BY: _____
Clerk

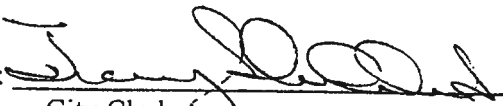
BY: 
Jean-Rene Basle,
SANBAG County Counsel

Dated: 9.28.2010

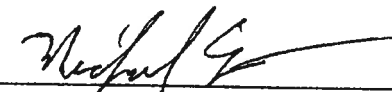
City of Yucaipa, A Municipal Corporation

BY: 
Mayor

ATTEST:

BY: 
City Clerk

APPROVED AS TO FORM:

BY: 
Michael Estrada, City Attorney

Attachment A

Project(s) Eligible for Expenditure/Reimbursement of MI Valley Arterial Funds for the City of Yucaipa (\$1,000s)

Yucaipa Blvd					
Widen Yucaipa Blvd from 12th St to 15th St from 4 to 6 lanes					
Project Cost \$2,796,000					
Maximum Public Share: \$1,932,036					
Nexus Study Fair Share: 30.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ 8.29	\$ -	\$ -	\$	8.29
Development Fees	\$ 3.71	\$ -	\$ -	\$	3.71
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ 89.83	\$ -	\$ -	\$	89.83
Development Fees	\$ 40.17	\$ -	\$ -	\$	40.17
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ 381.43	\$ -	\$ -	\$	381.43
Development Fees	\$ 170.57	\$ -	\$ -	\$	170.57
Construction (CONST)					
Prop 1B	\$ 550.00	\$ -	\$ -	\$	550.00
Prop 42	\$ 400.00	\$ 93.00	\$ -	\$	493.00
Local Stimulus	\$ 555.00	\$ -	\$ -	\$	555.00
TDA	\$ 410.00	\$ -	\$ -	\$	410.00
MI Valley Arterial	\$ 64.95	\$ -	\$ -	\$	64.95
Development Fees	\$ 29.05	\$ -	\$ -	\$	29.05
Total Project					
Prop 1B	\$ 550.00	\$ -	\$ -	\$	550.00
Prop 42	\$ 400.00	\$ 93.00	\$ -	\$	493.00
Local Stimulus	\$ 555.00	\$ -	\$ -	\$	555.00
TDA	\$ 410.00	\$ -	\$ -	\$	410.00
MI Valley Arterial	\$ 544.50	\$ -	\$ -	\$	544.50
Development Fees	\$ 243.50	\$ -	\$ -	\$	243.40

Ave E					
Widen/Intersection Improvements on Ave E, Between 5 th Street and Bryant Street					
Project Cost: \$582,000					
Maximum Public Share: \$402,160					
Nexus Study Fair Share: 30.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
MI Valley Arterial	\$ 8.29	\$ -	\$ -	\$	8.29
Development Fees	\$ 3.71	\$ -	\$ -	\$	3.71
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ 59.43	\$ -	\$ -	\$	59.43
Development Fees	\$ 26.57	\$ -	\$ -	\$	26.57
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ -	\$ 192.79	\$ -	\$	192.79
Development Fees	\$ -	\$ 86.21	\$ -	\$	86.21
Construction (CONST)					
MI Valley Arterial	\$ -	\$ 92.59	\$ 80.00	\$	172.59
Development Fees	\$ -	\$ 41.41	\$ 87.00	\$	128.41
Total Project					
MI Valley Arterial	\$ 67.72	\$ 285.38	\$ 80.00	\$	433.10
Development Fees	\$ 30.28	\$ 149.56	\$ 87.00	\$	266.84

* Project finished in subsequent fiscal years

Yucaipa Blvd					
Widen Yucaipa Blvd from 15th St to I-10 from 4 to 6 lanes					
Project Cost \$2,630,000					
Maximum Public Share: \$1,212,010					
Nexus Study Fair Share: 30.9%					
Phase	Prior	FY10/11	FY11/12	Total	
Project Dev/Environ Doc (PA&ED)					
Prop 1B	\$ 28.00	\$ -	\$ -	\$	28.00
Plans, Specifications and Estimates (PS&E)					
MI Valley Arterial	\$ 27.60	\$ -	\$ -	\$	27.60
Development Fees	\$ 12.40	\$ -	\$ -	\$	12.40
Prop 1B	\$ 191.00	\$ -	\$ -	\$	191.00
Right of Way Acquisition (ROW)					
MI Valley Arterial	\$ 28.30	\$ 41.00	\$ -	\$	69.30
Development Fees	\$ 12.70	\$ -	\$ -	\$	12.70
Construction (CONST)					
Prop 1B	\$ -	\$ -	\$ -	\$	-
Prop 42	\$ -	\$ 307.00	\$ -	\$	307.00
MI Valley Arterial	\$ -	\$ 206.00	\$ 300.00	\$	506.00
Development Fees	\$ -	\$ -	\$ 443.00	\$	443.00
Total Project					
Prop 1B	\$ 219.00	\$ -	\$ -	\$	219.00
Prop 42	\$ -	\$ 307.00	\$ -	\$	307.00
MI Valley Arterial	\$ 55.90	\$ 247.00	\$ 300.00	\$	602.90
Development Fees	\$ 25.10	\$ -	\$ 443.00	\$	468.10

* Project finished in subsequent fiscal years

Attachment B

Allocation Limit and Program Accounting of MI Valley Arterial Funds for the City of Yucaipa

Allocation/Reimbursements	Amount
FY 10/11 MI Valley Arterial Allocation	\$ 381,060.00
FY 10/11 Projected Prior Adv Exp Reimbursement	\$ 381,060.00
FY 10/11 Projected New MI Expenditures	\$ 1,298,380.00
FY 10/11 Projected New MI Adv Expenditures	\$ 1,298,380.00
Additional Programming Capacity	\$ -
Cumulative Allocation	\$ 381,060.00
Cumulative Reimbursements*	\$ -
Outstanding Unreimb Advance Expenditures	\$ 479,230.00

* Includes both reimbursed project and advance expenditures.

Minute Action

AGENDA ITEM: 6

Date: November 3, 2010

Subject: Updated Revenue Estimate for Measure I 2010-2040

Recommendation:*

- 1) Approve a Measure I 2010-2040 30-year revenue estimate of \$4.54 billion in 2010 dollars to support upcoming SANBAG budgeting and financial planning needs;
- 2) Direct staff to make the forecast available for further review by George Huang, the County Economist, and Jack Kyser, Southern California Association of Governments (SCAG) Economist.

Background: Forecasts of Measure I 2010-2040 revenues are required for applications such as annual budgeting, the annual apportionment/allocation process, 10-year Delivery Plan preparation, and definition of bonding strategies. A presentation on updated Measure I revenue estimates was provided to the Plans and Programs Committee by Dr. John Husing on September 22, 2010. This update considers the most recent actual Measure I revenues as well as factors not analyzed in prior revenue estimates, such as the aging of the population and its effects on household income and taxable sales.

Dr. Husing estimated that Measure I 2010-2040 revenue over the 30-year duration of the Measure will be \$4.54 billion. The estimate is in 2010 dollars, meaning that it does not include the effect of future price inflation. Both inflation and project cost escalation must be considered in bonding analyses, the 10-year Delivery Plan, and the Regional Transportation Plan. However, past revenue

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC		CTA	X	SAFE		CMA	
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Check all that apply.

estimates provided through the Measure I Expenditure Plan and more recent revenue forecast updates have been approved in constant dollars, consistent with the staff's recommendation herein.

Staff requests this approval for use of this overall 30-year estimate of Measure I revenue in upcoming financial planning and analysis. Following this approval, the revenue estimate will be further detailed by Measure I subarea and program for purposes of the 10-year Delivery Plan and the apportionment/allocation process for Fiscal Year 2011-2012. Annual estimates of Measure I revenue may be adjusted from Dr. Husing's year-by-year forecast to reflect the most current data for specific analyses.

Financial Impact: Preparation of these analyses is consistent with the Fiscal Year 2010-2011 SANBAG budget. Task No. 60911000.

Reviewed By: This item was reviewed and unanimously recommended by the Plans and Programs Committee on October 20, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

Minute Action

AGENDA ITEM: 7

Date: November 3, 2010

Subject: Forecasts of reimbursements for Project Advancement Agreements

Recommendation:* Receive information on forecasts of reimbursements for Project Advancement Agreements for FY 2010/2011.

Background: A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the SANBAG Board of Directors in December 2005. A model Project Advancement Agreement (PAA) was approved by the Board in April 2006.

As of October 2007, 19 PAAs had been approved. This included \$27.7 million in public share PAA obligations for the Valley Interchange Program and \$70.1 million in obligations for the Valley Major Street Program. Additional PAAs were executed with four jurisdictions in 2009. This represents a total Measure I commitment of approximately \$118 million. See Table 1 for a complete listing of executed PAAs and associated projects.

The chronological process for reimbursement of PAAs is stated in Measure I Strategic Plan Policy 40002/PA-11.

- *Policy PA-11: SANBAG shall administratively reimburse local jurisdictions with PAAs in the order of expenditure as established by the date of invoice*

*

Approved
 Board of Directors

Date: _____

Moved: _____ Second: _____

In Favor: _____ Opposed: _____ Abstained: _____

Witnessed: _____

<input type="checkbox"/>	COG	<input type="checkbox"/>	CTC	<input checked="" type="checkbox"/>	CTA	<input type="checkbox"/>	SAFE	<input type="checkbox"/>	CMA
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Check all that apply

BRD1011c-ss

Attachments: BRD1011c1

received by the jurisdiction from the contractor/consultant for a PAA project. The order of expenditure shall be considered separately for the Valley Major Street and Valley Freeway Interchange Programs.

The date of the consultant/contractor invoice or the date of the check for reimbursement to the consultant/contractor (if the invoice date is not available) is being used as the chronological reference. Policy PA-12 indicates that reimbursements are to occur on a quarterly basis.

A letter was sent on February 24, 2010 to city managers of jurisdictions holding PAAs requesting that consultant/contractor invoices be provided to SANBAG no later than April 30, 2010 for consideration of PAA reimbursement for FY 2010-2011. Copies of consultant/contractor invoices were received for all PAA projects by the April 30 deadline.

Two separate invoice databases were subsequently established, one for the Valley Freeway Interchange Program and one for the Valley Major Street Program. Expenditures prior to April 5, 2006 were excluded, per SANBAG policy 40002/PA-8, with the exception of expenditures for the Haven Ave. widening from Baseline to SR-210 by the City of Rancho Cucamonga. Expenditures for that project were allowed back to July 2005 by virtue of the earlier approval of the development mitigation program by SANBAG, also per policy PA-8.

Freeway Interchange Program PAA Reimbursements

Approximately 800 distinct chronological entries were received for the Freeway Interchange Program. The three projects for which invoices were received include: I-10/Live Oak Canyon Road interchange reconstruction; Pepper/Valley Realignment (Phase 1 of the Pepper/I-10 interchange improvement); and I-10/Riverside interchange reconstruction. Only a few invoices on the I-10/Riverside interchange were included, as the interchange only recently began construction. Invoices for I-10/Riverside will be added to the database in subsequent years until the entire construction project is included.

The allocation of Measure I 2010-2040 funds for reimbursement of PAAs for freeway interchange projects is \$2.911 million for FY 2010-2011. It is estimated that reimbursements will be made in FY 2010-2011 for the following projects, based on the chronology of consultant/contractor invoices:

- Pepper/Valley Realignment – \$2,267,771
- I-10/Live Oak – \$564,163

It should be noted that the total anticipated PAA reimbursement for interchanges is approximately \$80,000 lower than the \$2.911 million allocation. This is because the next invoice in chronological order (approximately \$180,000 of Measure I obligation) would cause the FY 2010-2011 allocation to be exceeded. This invoice would be reimbursed in the first quarter of FY 2011-2012 with additional PAA allocation by the SANBAG Board, and the unused allocation for FY 2010-2011 would be added to the FY 2011-2012 allocation.

Major Street Program Reimbursements

Approximately 2600 consultant/contractor invoices were submitted for PAAs in the Major Street Program. There are 51 projects in the PAA pool for the Major Street Program. Of these, one project is a rail/highway grade separation project and the remainder are arterial projects. The grade separation project is the crossing of Haven Avenue under the San Gabriel subdivision (Metrolink line).

The SANBAG Board has provided an allocation of \$5.293 million for Major Street Program PAA reimbursement for Fiscal Year 2010-2011. All seven jurisdictions with Major Street Program PAAs are projected to receive reimbursements in Fiscal Year 2010-2011, estimated as follows:

- Chino - \$503,750
- Chino Hills - \$601,543
- Fontana - \$1,586,805
- Highland - \$11,584
- Rancho Cucamonga - \$2,402,704
- Rialto - \$23,487
- Yucaipa - \$1,207

Rancho Cucamonga is projected to receive the largest reimbursement for the current fiscal year at approximately \$2.4 million, followed by Fontana at approximately \$1.6 million. The Rancho Cucamonga reimbursement is primarily for the Haven Ave. widening project from Baseline to SR-210, the construction of which occurred in late 2005 and early 2006. Rancho Cucamonga received approval of their development mitigation program prior to the normal eligibility date of April 5, 2006, as documented in the SANBAG Board agenda of April 2009. There is a mutual agreement between SANBAG and Rancho Cucamonga to spread the reimbursement across Fiscal Years 2010-2011 and 2011-2012 to provide for additional reimbursement opportunity for other jurisdictions. Without this agreement, the City would have absorbed approximately 85 percent of the SANBAG allocation to Major Street Program PAAs in FY 2010-2011.

Jurisdictions are being notified regarding the quarterly reimbursement schedule. Jurisdictions will then respond with invoices for the requisite quarterly amount and SANBAG will provide the reimbursement. The reimbursement for the first quarter of FY 2010-2011 for the interchange program will go entirely to Rancho Cucamonga, by virtue of their early development mitigation program approval.

Financial Impact: This item is consistent with the approved Fiscal Year 2010/2011 Budget, Task No. 61011000, Measure I 2010-2040 Project Advancement.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Plans and Programs Committee on October 20, 2010. This information was reviewed by the SANBAG Transportation Technical Advisory Committee on July 12, 2010.

Responsible Staff: Ty Schuiling, Director of Planning

Table 1. Measure I 2010-2040 Project Advancement Program - Project Status

Valley Freeway Interchange Projects--WITH EXISTING PAA AGREEMENT						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
Yucalpa	C07047	08/02/2006	brd0608a-abz	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	\$18,403,246 \$6,286,672
Fontana	C07129	12/06/2006	brd0612b-abz	I-15 at Durcan Canyon Rd	Construct New Interchange	\$18,000,000 \$4,068,000
Rialto	C07170	04/04/2007	brd0704c-abz	I-10 at Riverside Avenue	Interchange Reconstruction	\$30,400,000 \$17,382,581
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS						\$27,737,263
Valley Major Street Projects --WITH EXISTING PAA AGREEMENT						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
Chino Hills	C07022	07/05/2006	brd0607b-abz	Payton Dr	Widen from Grand Av to Chino Hills Pkwy	\$15,167,000 \$8,202,776
Fontana	C07056	12/06/2006	brd0612b-abz	Baseline Ave	TOTAL MEASURE COMMITMENT TO CHINO HILLS	\$8,202,776
Fontana	C07059	12/06/2006	brd0612b-abz	Cherry Ave	Widen from Citrus Ave to 330' East of Mango Ave	\$7,550,000 \$5,134,000
Fontana	C07080	12/06/2006	brd0612b-abz	Foothill Ave	Widen from Junipa Ave to Slover Ave	\$3,110,000 \$2,114,800
Fontana	C07081	12/06/2006	brd0612b-abz	Sierra Ave	Widen from East Ave to Hemlock Ave	\$7,400,000 \$5,032,000
Fontana	C07082	12/06/2006	brd0612b-abz	Junipa Ave	Widen from Baseline Ave to Walnut Ave	\$7,800,000 \$5,304,000
Fontana	C07083	12/06/2006	brd0612b-abz	Citrus Ave	Widen from Elwanda Ave to Sierra Ave	\$12,000,000 \$8,160,000
Fontana	C07084	12/06/2006	brd0612b-abz	Walnut Ave	Widen from Baseline Ave to So. Highland Ave	\$4,000,000 \$2,720,000
Fontana	C07085	12/06/2006	brd0612b-abz	So. Highland Ave	Widen from Citrus Ave. to Sierra Ave	\$4,200,000 \$2,856,000
Fontana	C07086	01/10/2007	brd0701a-abz	Cypress Ave	Widen from San Savina Rd to Citrus Ave	\$4,000,000 \$2,720,000
Highland	C08016	10/03/2007	brd0710a-abz	Greenspot Rd	Construct Overcrossing at I-10	\$20,000,000 \$10,245,502
R Cucamonga	C07025	08/02/2006	brd0608b-abz	Haven Ave	Improvements (widening) from SR-30 to Boulder Ave	\$2,710,000 \$523,416
Yucalpa	C07098	10/04/2006	brd0610a-abz	Yucalpa Blvd	Construct Grade Separation	\$15,910,000 \$823,416
Yucalpa	C07099	10/04/2006	brd0610b-abz	Oak Glen Rd	TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA	\$13,886,000
Yucalpa	C07100	10/04/2006	brd0610c-abz	Oak Glen Rd	Widen South Side from 5th St to 12th St	\$2,888,400 \$1,224,750
Yucalpa	C07101	10/04/2006	brd0610d-abz	Willowood Canyon Rd	Widen from 2nd St to Bryant	\$500,000 \$345,000
					Widen from Yucalpa Bl to Avenue E	\$1,800,000 \$1,242,000
					Intersection Improvements at 8th St	\$351,605 \$380,880
TOTAL MEASURE COMMITMENT TO YUCAIPA						\$3,192,630
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREET PROJECTS						\$70,061,124
Valley Freeway Interchange Projects-- New PAA Agreements						
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate Measure Share
SB County	C10092	05/05/2010	brd1005a-pc	I-10 Pepper Ave	I-10 Freeway Interchange	\$10,000,000 \$6,600,000
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS						\$6,600,000

NEW Project Advancement Agreements update -pc

Table 1 (Cont.)

Valley Major Street Projects-- New PAA Agreements							
Agency	Contract No.	Board Approval	Agenda Item	Project Location	Project Description	Cost Estimate	Measure Share
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven Ave	Widening from Baseline Rd to I-210 Fwy Westside	\$8,000,000	\$4,280,000
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church St	Widening from Archibald to Haven 2 to 4 lanes	\$1,152,000	\$817,920
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Richmond	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	4th and Ulca	New traffic signal (50% Ontario)	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Buffalo	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	6th and Ulca	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Banyan	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and San Bernardino	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Archibald and Victoria	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Arrow and Center	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Banyan and Wardman Bullock	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Carnelian and Wilson	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Church and Elm	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Day Creek and Madrigal	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Cornwell	New traffic signal (50% Fontana)	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and East Ave	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Foothill and Malachite	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Trademark	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Haven and Wilson	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Hermosa and Church	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and San Seavane	New traffic signal	\$158,000	\$112,180
R Cucamonga	C09182	05/05/2010	brd1005a-pc	Wilson and Wardman Bullock	New traffic signal	\$158,000	\$112,180
TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA						\$7,321,520	
Chino	C09184	05/05/2010	brd1005a-pc	Chino Avenue	Widen from Fern to Euclid (2 to 4 lanes)	\$4,565,000	\$2,236,850
Chino	C09184	05/05/2010	brd1005a-pc	Kimbali Ave	Widen from Euclid to Hellman (2 to 4 lanes)	\$8,661,000	\$3,263,890
Chino	C09184	05/05/2010	brd1005a-pc	Pine and Mt Creek	New traffic signal	\$181,000	\$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Pine and West Preserve Loop	New traffic signal	\$181,000	\$88,690
Chino	C09184	05/05/2010	brd1005a-pc	Fern and Riverside Dr	New traffic signal	\$201,000	\$98,490
TOTAL MEASURE COMMITMENT TO CHINO						\$5,776,810	
Rialto	C09183	05/05/2010	brd1005a-pc	Bloomington Ave and Willow Ave	New traffic signal	\$395,000	\$237,000
Rialto	C09183	05/05/2010	brd1005a-pc	Merril Ave and Willow Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus Ave and Walnut Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Cactus and Randall Ave	New traffic signal	\$282,000	\$169,200
Rialto	C09183	05/05/2010	brd1005a-pc	Riverside Ave and Alder Ave	New traffic signal	\$282,000	\$169,200
TOTAL MEASURE COMMITMENT TO RIALTO						\$913,800	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Cunningham Street to 192' east of Cunningham Street (South side only)	\$28,587	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from 380' east of Cunningham Street to 920' east of Cunningham Street (South side only)	\$98,662	
Highland	C09185	05/05/2010	brd1005a-pc	9th Street	9th Street from Elmwood Street to Sterling Avenue (South side only)	\$508,424	
SUB TOTAL						\$631,673	
Sales route to school (buydown total cost)						-\$317,002	
TOTAL COST AFTER BUYDOWN (53.6%)						\$314,671	
TDA Article 3 (buydown public share)						-75970	
TOTAL MEASURE COMMITMENT TO HIGHLAND						\$92,694	
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (NEW)						\$14,104,624	
TOTAL MEASURE COMMITMENT TO VALLEY MAJOR STREETS PROJECTS (ALL PAAs)						\$84,165,748	
TOTAL MEASURE COMMITMENT TO VALLEY FREEWAY INTERCHANGE PROJECTS (ALL PAAs)						\$34,337,253	
NEW Project Advancement Agreements update -pc							

NEW Project Advancement Agreements update -pc

Minute Action

AGENDA ITEM: 8

Date: November 3, 2010

Subject: Colton Quiet Zone Project in the City of Colton

Recommendation:* Approve budget amendment to include Task No. 88611000, the Colton Quiet Zone Project and include \$400,000 in the 2010/2011 Fiscal Year Budget for the Colton Quiet Zone Project as identified in the Financial Impact Section.

Background: In May 2010, the SANBAG Board of Directors approved a Memorandum of Understanding (MOU) C10201 between SANBAG, the City of Colton, the Burlington Northern Santa Fe railroad (BNSF), and Union Pacific Railroad (UPRR). In the MOU, the parties agreed to implement railroad improvement projects. The MOU also included roles and responsibilities for each party, as well as, funding commitments for each of those rail improvement projects.

One of the rail improvement projects referenced in the MOU is the establishment of a quiet zone along the BNSF railroad corridor that traverses through the City of Colton. The Colton Quiet Zone project proposes to construct gates at Valley Boulevard and Olive Street, and to eliminate two existing at-grade crossings at "E" and "H" Streets. These improvements, along with the Laurel Grade Separation project will eliminate the need for trains to sound their horns while crossing these local streets.

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG		CTC		CTA	✓	SAFE		CMA	
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Check all that apply.

The Colton Quiet Zone project was not included when the current budget was adopted because the funding arrangement between the parties had not been determined. Now with the funding arrangement decided and the project moving forward, the project needs to be included in the budget and funds allocated for professional services, staff time, project management, and expenses. The amount of funds requested is \$400,000. The funding source will be 2010-2040 Measure I Valley Freeway Project fund.

Under the terms of the MOU, BNSF will contribute a total of \$100,000 towards the cost of the project, and SANBAG will cover the remaining cost. BNSF will contribute their funds in the construction phase. SANBAG is providing funding for the Quiet Zone project in exchange for not having to replace the UPRR bridge over the I-215 as part of the I-215 HOV Gap Closure project.

Staff is recommending approval of the requested budget amendment so design efforts can proceed per schedule.

Financial Impact: This item requires a budget amendment to include Task No. 88611000 for the Colton Quiet Zone project and include \$400,000 in the 2010/2011 Fiscal Year Budget. The funding source will be 2010-2040 Measure I Valley Freeway Project fund.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 14, 2010.

Responsible Staff: Garry Cohoe, Director of Project Delivery

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 9

Date: November 3, 2010

Subject: Interstate 10 (I-10)/Citrus Avenue Interchange Projects

Recommendation:* Approve Trade Corridor Improvement Fund (TCIF) Baseline Agreement Amendment C09014-01 for I-10/Citrus Avenue Interchange Project.

Background: **This is an amendment to the TCIF Baseline agreement.** Significant progress has been made on the I-10/Citrus Avenue Interchange project. The environmental documents have been completed, the final design phase is progressing toward completion, and the right of way acquisition phase is substantially complete. Consequently, staff is preparing to begin the construction phase for both interchange projects.

On September 3, 2008, the SANBAG Board approved the original TCIF baseline agreement C09014 for the I-10 / Citrus Avenue Interchange Project. The TCIF program guidelines require an amendment to the Project Baseline Agreement if the funding arrangements, delivery schedule, scope, and/or expected performance benefits are modified.

The right of way acquisition phase is substantially complete. Remaining work required to achieve Right of Way Certification includes finalizing agreements and/or condemnation actions with four property/business owners and the Union Pacific Railroad.

*

*Approved
Board of Directors*

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

COG		CTC	X	CTA		SAFE		CMA	
-----	--	-----	---	-----	--	------	--	-----	--

Check all that apply.

BRD1011a-cc

Attachments: C09014-01

The right-of-way issues concerns of the property/business owners related to the potential project impacts to business operation, site circulation, property reconfiguration, remaining parcel size, setbacks, and construction impacts, detours and staging issues. Several ongoing meetings have occurred with each individual owner, the City, and SANBAG staff in the field and office in an attempt to resolve these concerns.

Union Pacific Railroad (UPRR), located on the south side of the I-10 freeway, is being impacted by permanent footing and temporary construction easements. A difference between UPRR property record files and Caltrans parcel information was found, resulting in a resolution needing to be reached and re-appraisal of the property acquisition.

Although negotiations with property/business owners and the railroad continue, and eminent domain procedures are in progress, it appears that Right of Way Certification may not be obtained by the current Baseline Agreement date of December 2010. Therefore, four (4) additional months are requested for completion of the Right of Way Certification and Start Construction milestones. SANBAG staff is working closely with the City and other team members to ensure that the project achieves Right of Way Certification by April 2011 and that the start of construction occurs in August 2011.

Financial Impact: The recommendation is consistent with the fiscal year 2010/2011 budget. Task No. 82611000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Project Committee on October 14, 2010.

Responsible Staff: Garry Cohoe, Director of Project Delivery.

SANBAG Contract No. C09014-01

by and between SANBAG, California Transportation Commission, Caltrans, City of Fontana,
County of San Bernardino for I-10 Logistics Access Project Citrus Interchange

FOR ACCOUNTING PURPOSES ONLY

<input type="checkbox"/> Payable	Vendor Contract # <u>CTC</u>	Retention:	<input type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes: Baseline agreement serve as a general scope, benefit, schedule, project sponsor agreement. Final funding contribution will be determined by Co-op agreement for each phase.

Original Contract: \$ _____	Previous Amendments \$ _____
	Previous Amendments \$ _____
	Contingency / Allowance Total:
Contingency / Allowance Amount \$ _____	Current Amendment: \$ _____
	Current Amendment Contingency / Allowance: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

Contract TOTAL ► \$ _____

* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.

▼ Include funding allocation for the original contract or the amendment

Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
						\$ _____
						\$ _____
						\$ _____

Original Board Approved Contract Date: <u>9/3/08</u>	Contract Start <u>9/3/08</u>	Contract End:
New Amend. Approval (Board) Date: <u>11/3/10</u>	Amend. Start <u>11/3/10</u>	Amend. End: <u>11/3/16</u>

Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation.

Approved Budget Authority ►	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation ►	\$ _____
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- ☐ Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.).
- ☐ A budget amendment is required. A Budget Amendment Request is attached.

CONTRACT MANAGEMENT

Check all applicable boxes:

- ☒ Intergovernmental ☐ Private ☐ Federal Funds ☐ State/Local Funds
- ☐ Disadvantaged Business Enterprise (DBE) ☐ Underutilized DBE (UDBE)

Task Manager: Garry Cohoe

Contract Manager: Philip Ch...

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

C09014-01

10-22-10

**TRADE CORRIDOR IMPROVEMENT FUND (TCIF)
PROJECT BASELINE AGREEMENT AMENDMENT #1**

On January 19, 2011, with CTC Resolution TCIF _____, attached hereto for reference, the California Transportation Commission approved a TCIF Program Amendment to revised project cost and schedule of TCIF Project: I-10 Logistics Access Project Citrus Interchange.

The Project Baseline Agreement provision for the I-10 Logistics Access Project Citrus Interchange, effective on September 3, 2008, made by and among the California Transportation Commission, the California Department of Transportation, the County of San Bernardino and San Bernardino Associated Governments remain in effect except for the following sections:

4.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

California Department of Transportation
Cindy McKim, Director

City of Fontana
Frank Scialdone, Mayor

California Transportation Commission
Bimla Rhinehart, Executive Director

County of San Bernardino
Gary Ovitt, Chairman

San Bernardino Associated Governments
Deborah Robinson Barmack, Executive Director

APPROVED TO AS FORM:

Jean-Rene Basle, SANBAG Counsel



2008 Project Programming Request (Project Information)

General Instructions

<input type="checkbox"/> New Project <input checked="" type="checkbox"/> Amendment (Existing Project)					Date: 10/13/10	
Caltrans District		EA	PPNO	MPO ID	TCRP No.	
8		46810	0138G	SDB45000		
County	Route/Corridor	Project Sponsor/Lead Agency		MPO	Element	
SBD	10	SANBAG		SCAG	CO	
Project Title						
Route 10 Citrus Avenue Interchange Reconstruction						
PM/BK	PM And	Project Mgr/Contact		Phone	E-mail Address	
14.8	15.5	Chad Costello		909-884-8276	ccostello@sanbag.ca.gov	
Location, Project Limits, Description, Scope of Work, Legislative Description						
Fontana - Interchange 10 at Citrus Avenue Interchange. This project improves interchange and mainline operation and safety in the city of Fontana by replacing a deficient interchange at Citrus Avenue						
Component		Implementing Agency		AB 3090	Letter of No Prejudice	
PA&ED		Fontana, City of		<input type="checkbox"/>	<input type="checkbox"/>	
PS&E		SANBAG		<input type="checkbox"/>	<input type="checkbox"/>	
Right of Way		Fontana, City of		<input type="checkbox"/>	<input type="checkbox"/>	
Construction		SANBAG		<input type="checkbox"/>	<input type="checkbox"/>	
Legislative Districts						
Assembly: 62			Senate: 32			
Congressional: 43						
Purpose and Need						
The primary purpose of this project is to relieve congestion for trucks and passenger vehicles accessing land uses north and south of I-10. This stretch of I-10 is one of the most congested freeway segments in San Bernardino County, and more capacity is needed to support reliable and timely distribution of mainline truck traffic to and from growing logistics-related land uses in the area. Inadequate capacity for freight at the interchanges chokes local roads, inhibits emergency vehicles, and degrades air quality.						
Project Benefits						
Project will replace existing four-lane Citrus Ave bridge over I-10 with a seven-lane bridge, add one additional lane on all four ramps of the interchange, and widen the existing Citrus Avenue bridge over the UP railroad from three lanes to six lanes. The project will also provide needed underneath clearance for the ultimate I-10 HOV project. This project will substantially reduce delays on this corridor, increase throughput, and improve access to key logistics hubs and existing business and logistics centers.						
Project Milestones						Date
Project Study Report Approved						10/30/01
Begin Environmental (PA&ED) Phase						10/15/01
Circulate Draft Environmental Document						08/24/07
Draft Project Report						05/04/07
End Environmental Phase (PA&ED Milestone)						10/31/08
Begin Design (PS&E) Phase						02/15/08
End Design Phase (Ready to List for Advertisement Milestone)						12/31/10
Begin Right of Way Phase						11/01/08
End Right of Way Phase (Right of Way Certification Milestone)						12/31/10
Begin Construction Phase (Contract Award Milestone)						04/01/11
End Construction Phase (Construction Contract Acceptance Milestone)						12/31/13
Begin Closeout Phase						12/31/13
End Closeout Phase (Closeout Report)						06/30/14

04/01/2011

04/01/2011

08/01/2011



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 10/13/10

County	CT District	PPNG	TCRP Project No.	EA
SBD	8	0138G		46810
Project Title: Route 10 Citrus Avenue Interchange Reconstruction				

Existing Total Project Cost									Implementing Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	2,000							2,000	Fontana, City of
PS&E									SANBAG
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,257							5,257	Fontana, City of
CON				47,200				47,200	SANBAG
TOTAL	7,257			47,200				54,457	
Proposed Total Project Cost									
E&P (PA&ED)	1,138							1,138	
PS&E	3,935							3,935	
R/W SUP (CT)									
CON SUP (CT)									
R/W	5,257							5,257	
CON				47,200				47,200	
TOTAL	10,330			47,200				57,530	

Fund No. 1:	RIP - State Cash (ST-CASH)								Program Code
	Existing Funding								20.XX.075.600
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,238							3,238	
CON									
TOTAL	3,238							3,238	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W	3,238							3,238	
CON									
TOTAL	3,238							3,238	



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 10/13/10

County	CT District	PPNO	TGRP Project No.	EA
SBD	8	0138G		46810
Project Title: Route 10 Citrus Avenue Interchange Reconstruction				

Fund No. 2: Loc Funds - Local Transportation Funds (LTF)									Program Code
Existing Funding									LOCAL FUNDS
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	Funding Agency
E&P (PA&ED)									City of Fontana and County of SB
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				20,912				20,912	
TOTAL				20,912				20,912	
Proposed Funding									Notes
E&P (PA&ED)	437							437	Developer Fees
PS&E	1,511							1,511	
R/W SUP (CT)									
CON SUP (CT)									
R/W	2,019							2,019	
CON				18,033				18,033	
TOTAL	3,967			18,033				22,000	

Fund No. 3: Trade Corridor Improvement funds (TCIF)									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									TCIF
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				23,600				23,600	
TOTAL				23,600				23,600	
Proposed Funding									Notes
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				23,600				23,600	
TOTAL				23,600				23,600	



2008 Project Programming Request (Funding Information)

(dollars in thousands and escalated to the programmed year)

Date: 10/13/10

County	CT District	PPNO	TORP/Project No.	EA
SBD	8	0138G		46810
Project Title: Route 10 Citrus Avenue Interchange Reconstruction				

Fund No. 4: SANBAG Measure I									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)	2,000							2,000	SANBAG
PS&E									SANBAG Measure I
R/W SUP (CT)									
CON SUP (CT)									
R/W	2,019							2,019	
CON				2,688				2,688	
TOTAL	4,019			2,688				6,707	
Proposed Funding									Notes
E&P (PA&ED)	701							701	
PS&E	2,424							2,424	
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				5,329				5,329	
TOTAL	3,125			5,329				8,454	

Fund No. 5: DEMO IMD									Program Code
Existing Funding									Funding Agency
Component	Prior	08/09	09/10	10/11	11/12	12/13	13/14+	Total	
E&P (PA&ED)									
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON									
TOTAL									
Proposed Funding									Notes
E&P (PA&ED)									DEMO IMD
PS&E									
R/W SUP (CT)									
CON SUP (CT)									
R/W									
CON				238				238	
TOTAL				238				238	

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 10

Date: November 3, 2010

Subject: Increase of Federal Share of the Congestion Mitigation Air Quality (CMAQ) funds to 100% Federal Participation for Victor Valley Transit Authority (VVTA) purchase of paratransit vehicles

Recommendation:* Approve the allocation of an additional \$112,865 of CMAQ funds to VVTA for a total amount of \$984,050 increasing the Federal CMAQ fund participation to 100% for its capital improvement project.

Background: In August 2009 the SANBAG Board approved the VVTA Fiscal Year 2008/09 operating and capital budget and Short Range Plan. Detailed in that plan was the set aside of CMAQ dollars in the amount of eight hundred seventy one thousand one hundred and eighty five dollars (\$871,185) and State Transit Assistance Funds (STAF) as matching funds in the amount of one hundred twelve thousand eight hundred sixty five dollars (\$112,865) for the purchase of six (6) replacement ADA compliant paratransit vehicles. Last year changes from the Federal Transit Administration occurred in reference to the local matching requirement from 88.53% CMAQ and 11.47% local matching funds to 100% funding through CMAQ.

In July 2010, SANBAG also received restored rescinded apportionments back from Caltrans. Along with project savings from other projects, there are apportionments available to bring up the federal participation share to 100%. Staff recommends allocating the additional CMAQ funds so SANBAG can fully utilize the 100% federal participation. It should be noted that the obligation of these funds will be subject to the availability of obligation authority (OA).

*

*Approved
Board of Directors*

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

COG	X	CTC	X	CTA		SAFE		CMA	
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Check all that apply.

BRD1011a-bk

This allocation is in addition to the allocation of Mojave Desert Air Basin (MDAB) CMAQ allocation that the SANBAG Board approved on March 3, 2010 for jurisdictions within the MDAB regions. In order to maximize SANBAG's federal funds opportunity and avoid loss of federal funds through rescission, it is SANBAG's desire to allocate funds to projects that are ready to go, maintain SANBAG's apportionments level while gaining additional OA from excess capacities that are made available at the statewide level. Therefore, it is critical that these federal aid projects should be delivered within the year which the federal funds are programmed.

The total of \$984,050 CMAQ will be delivered through an FTA transfer to VVTA. After the transfer of the funds, the order for the vehicles will be placed; once the order has been placed we expect delivery of the vehicles within six to twelve months.

Financial Impact: This item has no financial impact on the 2010/2011 Budget because the funds will not flow through SANBAG's budget.

Reviewed By: This item was reviewed by Plans and Programs Committee on October 20, 2010 and unanimously recommended for approval.

Responsible Staff: Beth Kranda, Transit Analyst